

6837-A

RECORDATION NO. _____ Filed & Recorded

FEB 16 1973 -9 45 AM

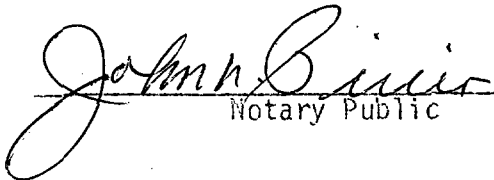
INTERSTATE COMMERCE COMMISSION

CERTIFIED TRUE COPY

Certificate of Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I certify that on February 12, 1973 I compared this copy
with the original document and that it is a true and correct
copy in all respects.


Notary Public

My commission expires October 26, 1973

(SEAL)

AMENDMENT AGREEMENT dated as of December 1, 1972, among Third National Bank in Nashville ("Owner"), National Bank of North America ("Lender") and Chicago, Rock Island and Pacific Railroad Company ("Lessee").

WHEREAS Owner and Lessee have entered into an Equipment Lease Agreement dated as of December 1, 1972 ("Lease") covering the lease of thirteen Vert-A-Pac superstructures, Owner and Lender have entered into an Assignment of Lease and Agreement dated as of December 1, 1972 ("Assignment of Lease") and Lessee has executed a Lessee's Consent and Agreement to Lease Assignment ("Lessee's Consent") dated as of December 1, 1972; and

WHEREAS the Owner and Lender have entered into a Security Agreement dated as of December 1, 1972 ("Security Agreement") relating to the said thirteen Vert-A-Pac superstructures; and

WHEREAS the Security Agreement, Assignment of Lease and Agreement and Equipment Lease have been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 20, 1972 as recordation numbers 6836, 6836-A, and 6837 respectively; and

WHEREAS the parties hereto now desire to amend the Lease and the Security Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule A to the Lease and Attachment No. 1 to the Security Agreement are hereby amended by changing the description of the car numbers to which the Vert-A-Pac super-structures referred to therein are attached by deleting the number "TTV-X 802195 TTV-X 802198" as is contained in said Schedule A and Attachment No. 1, respectively, and inserting in lieu thereof the numbers "TTV-X 802171, TTV-X 802196-TTV-X 802198".

2. Owner and Lender as parties to the Assignment of Lease hereby acknowledge, confirm and agree to the foregoing amendment to the Lease and Lessee as party to the Lessee's Consent hereby acknowledges, confirms and agrees to the foregoing amendment to the Lease.

3. The Lessee will promptly cause this Amendment Agreement to be filed, recorded and deposited with the Interstate Commerce Commission in like manner as the Lease, Assignment of Lease and Security Agreement.

4. Except as amended hereby, the Lease, Assignment of Lease and Security Agreement shall remain unaltered and in full force and effect.

5. This Amendment Agreement may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall have

executed and delivered one counterpart, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be affixed as of the day and year first above written.

THIRD NATIONAL BANK IN NASHVILLE

By _____

[Corporate Seal]

Attest:

NATIONAL BANK OF NORTH AMERICA

By _____

[Corporate Seal]

Attest:

CHICAGO, ROCK ISLAND and PACIFIC
RAILROAD COMPANY

By DeLoach

[Corporate Seal]

Attest:

E. F. Wilkinson
Secretary

STATE OF TENNESSEE)
) ss.:
COUNTY OF DAVIDSON)

On this _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who being by me duly sworn, says
that he is the _____ of THIRD NATIONAL
BANK IN NASHVILLE, the national banking association described
in and which executed the foregoing instrument, that the
seal affixed to the foregoing instrument is the corporate
seal of said association, that said instrument was signed
and sealed on behalf of said association by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of said
association.

[seal]

Notary Public

My commission expires: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who being by me duly sworn, says
that he is the _____ of NATIONAL BANK OF
NORTH AMERICA, the national banking association described
in and which executed the foregoing instrument, that the
seal affixed to the foregoing instrument is the corporate
seal of said association, that said instrument was signed
and sealed on behalf of said association by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said association.

[seal]

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 25th day of January, 1973
before me personally appeared T. E. Desch,
to me personally known, who being by me duly sworn, says
that he is the Vice Chairman of CHICAGO, ROCK
ISLAND AND PACIFIC RAILROAD COMPANY, that the seal affixed
to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

[seal]

W. B. Conway
Notary Public

My commission expires: October 26, 1973

6837a
RECORDATION NO. _____ Filed & Recorded

FEB 16 1973 - 9 45 AM

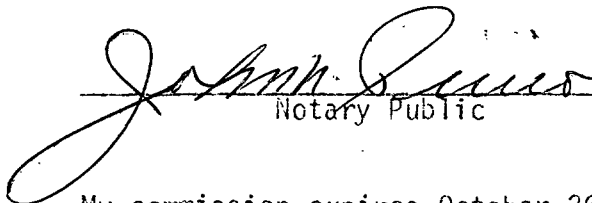
INTERSTATE COMMERCE COMMISSION

CERTIFIED TRUE COPY

Certificate of Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I certify that on February 12, 1973 I compared this copy with the original document and that it is a true and correct copy in all respects.


Notary Public

My commission expires October 26, 1973

(SEAL)

AMENDMENT AGREEMENT dated as of December 1, 1972, among Third National Bank in Nashville ("Owner"), National Bank of North America ("Lender") and Chicago, Rock Island and Pacific Railroad Company ("Lessee").

WHEREAS Owner and Lessee have entered into an Equipment Lease Agreement dated as of December 1, 1972 ("Lease") covering the lease of thirteen Vert-A-Pac superstructures, Owner and Lender have entered into an Assignment of Lease and Agreement dated as of December 1, 1972 ("Assignment of Lease") and Lessee has executed a Lessee's Consent and Agreement to Lease Assignment ("Lessee's Consent") dated as of December 1, 1972; and

WHEREAS the Owner and Lender have entered into a Security Agreement dated as of December 1, 1972 ("Security Agreement") relating to the said thirteen Vert-A-Pac superstructures; and

WHEREAS the Security Agreement, Assignment of Lease and Agreement and Equipment Lease have been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 20, 1972 as recordation numbers 6836, 6836-A, and 6837 respectively; and

WHEREAS the parties hereto now desire to amend the Lease and the Security Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule A to the Lease and Attachment No. 1 to the Security Agreement are hereby amended by changing the description of the car numbers to which the Vert-A-Pac super-structures referred to therein are attached by deleting the number "TTV-X 802195 TTV-X 802198" as is contained in said Schedule A and Attachment No. 1, respectively, and inserting in lieu thereof the numbers "TTV-X 802171, TTV-X 802196-TTV-X 802198".

2. Owner and Lender as parties to the Assignment of Lease hereby acknowledge, confirm and agree to the foregoing amendment to the Lease and Lessee as party to the Lessee's Consent hereby acknowledges, confirms and agrees to the foregoing amendment to the Lease.

3. The Lessee will promptly cause this Amendment Agreement to be filed, recorded and deposited with the Interstate Commerce Commission in like manner as the Lease, Assignment of Lease and Security Agreement.

4. Except as amended hereby, the Lease, Assignment of Lease and Security Agreement shall remain unaltered and in full force and effect.

5. This Amendment Agreement may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall have

executed and delivered one counterpart, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be affixed as of the day and year first above written.

THIRD NATIONAL BANK IN NASHVILLE

By _____

[Corporate Seal]

Attest:

NATIONAL BANK OF NORTH AMERICA

By *W. D. Buckley*
vice Pres

[Corporate Seal]

Attest:

Henry C. Tamm
Banking Officer

CHICAGO, ROCK ISLAND and PACIFIC
RAILROAD COMPANY

By _____

[Corporate Seal]

Attest:

STATE OF TENNESSEE)
) ss.:
COUNTY OF DAVIDSON)

On this _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who being by me duly sworn, says
that he is the _____ of THIRD NATIONAL
BANK IN NASHVILLE, the national banking association described
in and which executed the foregoing instrument, that the
seal affixed to the foregoing instrument is the corporate
seal of said association, that said instrument was signed
and sealed on behalf of said association by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of said
association.

[seal]

Notary Public

My commission expires: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 9th day of November, 1973
before me personally appeared William L. Borahy,
to me personally known, who being by me duly sworn, says
that he is the Vice President of NATIONAL BANK OF
NORTH AMERICA, the national banking association described
in and which executed the foregoing instrument, that the
seal affixed to the foregoing instrument is the corporate
seal of said association, that said instrument was signed
and sealed on behalf of said association by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said association.

Shepherd W. Melzer
Notary Public

My commission expires: _____

SHEPHERD W. MELZER
NOTARY PUBLIC, STATE OF NEW YORK
No. 30-7893375
Qualified in Nassau County
Cert. Filed in New York County
Term Expires March 30, 1974

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who being by me duly sworn, says
that he is the _____ of CHICAGO, ROCK
ISLAND AND PACIFIC RAILROAD COMPANY, that the seal affixed
to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

[seal]

Notary Public

My commission expires: _____

RECORDATION NO. 6837-a

Filed & Recorded

FEB 16 1973 -9 45 AM

INTERSTATE COMMERCE COMMISSION

CERTIFIED TRUE COPY

CERTIFICATE OF NOTARY PUBLIC

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

I, the undersigned notary public, in and for the aforesaid county and state, certify that on February 13, 1973 I compared this copy with the original document and that it is a true and correct copy in all respects.

Doris Culver

Notary Public

My Commission Expires May 9, 1973

AMENDMENT AGREEMENT dated as of December 1, 1972, among Third National Bank in Nashville ("Owner"), National Bank of North America ("Lender") and Chicago, Rock Island and Pacific Railroad Company ("Lessee").

WHEREAS Owner and Lessee have entered into an Equipment Lease Agreement dated as of December 1, 1972 ("Lease") covering the lease of thirteen Vert-A-Pac superstructures, Owner and Lender have entered into an Assignment of Lease and Agreement dated as of December 1, 1972 ("Assignment of Lease") and Lessee has executed a Lessee's Consent and Agreement to Lease Assignment ("Lessee's Consent") dated as of December 1, 1972; and

WHEREAS the Owner and Lender have entered into a Security Agreement dated as of December 1, 1972 ("Security Agreement") relating to the said thirteen Vert-A-Pac superstructures; and

WHEREAS the Security Agreement, Assignment of Lease and Agreement and Equipment Lease have been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 20, 1972 as recordation numbers 6836, 6836-A, and 6837 respectively; and

WHEREAS the parties hereto now desire to amend the Lease and the Security Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule A to the Lease and Attachment No. 1 to the Security Agreement are hereby amended by changing the description of the car numbers to which the Vert-A-Pac super-structures referred to therein are attached by deleting the number "TTV-X 802195 TTV-X 802198" as is contained in said Schedule A and Attachment No. 1, respectively, and inserting in lieu thereof the numbers "TTV-X 802171, TTV-X 802196-TTV-X 802198".

2. Owner and Lender as parties to the Assignment of Lease hereby acknowledge, confirm and agree to the foregoing amendment to the Lease and Lessee as party to the Lessee's Consent hereby acknowledges, confirms and agrees to the foregoing amendment to the Lease.

3. The Lessee will promptly cause this Amendment Agreement to be filed, recorded and deposited with the Interstate Commerce Commission in like manner as the Lease, Assignment of Lease and Security Agreement.

4. Except as amended hereby, the Lease, Assignment of Lease and Security Agreement shall remain unaltered and in full force and effect.


5. This Amendment Agreement may be executed in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall have

executed and delivered one counterpart, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be affixed as of the day and year first above written.

THIRD NATIONAL BANK IN NASHVILLE

By


Executive Vice President

[Corporate Seal]

Attest:



NATIONAL BANK OF NORTH AMERICA

By

[Corporate Seal]

Attest:

CHICAGO, ROCK ISLAND and PACIFIC
RAILROAD COMPANY

By

[Corporate Seal]

Attest:

STATE OF TENNESSEE)
) ss.:
COUNTY OF DAVIDSON)

On this 2nd day of February, 1973
before me personally appeared H. A. Crouch, Jr.,
to me personally known, who being by me duly sworn, says
that he is the Executive Vice President of THIRD NATIONAL
BANK IN NASHVILLE, the national banking association described
in and which executed the foregoing instrument, that the
seal affixed to the foregoing instrument is the corporate
seal of said association, that said instrument was signed
and sealed on behalf of said association by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of said
association.

[seal]

David M. Smith

Notary Public

My Commission Expires NOV. 12, 1975

My commission expires: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who being by me duly sworn, says
that he is the _____ of NATIONAL BANK OF
NORTH AMERICA, the national banking association described
in and which executed the foregoing instrument, that the
seal affixed to the foregoing instrument is the corporate
seal of said association, that said instrument was signed
and sealed on behalf of said association by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said association.

[seal]

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this _____ day of _____, 19____
before me personally appeared _____,
to me personally known, who being by me duly sworn, says
that he is the _____ of CHICAGO, ROCK
ISLAND AND PACIFIC RAILROAD COMPANY, that the seal affixed
to the foregoing instrument is the corporate seal of said
corporation, that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

[seal]

Notary Public

My commission expires: _____